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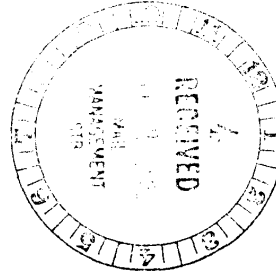
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MISSISSIPPI

JACKSON

WASHINGTON, D.C.

June 28, 2001



Surface Transportation Board
Office of the Secretary
Washington, D.C. 20423

RECORDATION NO. 20237-A FILED

Bank: Enterprise National Bank
Borrower: Tamak Transportation Corporation
Loan Amount: \$620,000.00

JUL - 6 '01 11-23 AM

SURFACE TRANSPORTATION BOARD

Dear Secretary:

I have enclosed three originals of the document(s) described below, to be recorded with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Second Amendment to Security Agreement, a secondary document, dated May 13, 2001. The primary document to which this is connected is recorded under Recordation No. 20237.

The names and addresses of the parties to the documents are as follows:

Debtor: Tamak Transportation Corporation
310 Mid-Continent Plaza, Suite 310
West Memphis, Arkansas 72301

Secured Party: Enterprise National Bank
6075 Poplar Avenue
Memphis, Tennessee 38119

A description of the equipment secured by the Security Agreement follows: 68 railroad tank cars as described on the attached Exhibit "A".

Secretary of Surface
Transportation Board
June 28, 2001
Page 2

A filing fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to Diane Holitik, Esq., Baker, Donelson, Bearman & Caldwell, 165 Madison Avenue, Suite 2000, Memphis, Tennessee 38103. I have enclosed a self-addressed, stamped envelope for this purpose.

A short summary of the document to appear in the index is as follows:

Second Amendment to Security Agreement with Recordation No. 20237, dated May 13, 2001, and covering the 68 tank cars as follows:

14 tank cars - AAR classification 10 DOT 111A100W1 (Serial Nos. TGPX 23301-23310, 23566-23569);

9 tank cars - AAR classification 41 DOT 112J400W (Serial Nos. TGPX 30300-30304, 1039-1041, 1043);

25 tank cars - AAR classification 38 DOT 112J340W (Serial Nos. TGPX 32801-32802, 32806, 32808-32810, 32812-32819, 32821, 33160, 33162-33163, 33501, 33503-33504, 33507-33510);

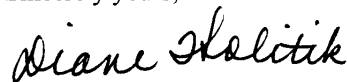
10 tank cars - AAR classification 91 DOT 105S300W (Serial Nos. TGPX 33601-33610);

5 tank cars - AAR classification 92 DOT 105J400W (Serial Nos. TGPX 33511-33515); and

5 tank cars - AAR classification 90 DOT 105J300W (Serial Nos. TGPX 33516-33520).

Please let me know if you have any questions or need any further information.

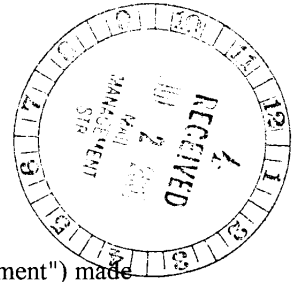
Sincerely yours,



Diane Holitik
Attorney for Enterprise National Bank

RECORDATION NO. 20237-A FILED
JUL - 6 '01 11-23 AM
SURFACE TRANSPORTATION BOARD

SECOND AMENDMENT TO SECURITY AGREEMENT



THIS SECOND AMENDMENT TO SECURITY AGREEMENT ("Amendment") made and entered into as of the 13th day of May, 2001, by and between **TAMAK TRANSPORTATION CORPORATION**, an Arkansas corporation, whose address is 310 Mid-Continent Plaza, P.O. Box 1985, West Memphis, Arkansas 72303 ("Grantor"), in favor of **ENTERPRISE NATIONAL BANK**, a national banking association organized and existing under the statutes of the United States of America, with a place of business at 6075 Poplar Avenue, Suite 120, Memphis, Tennessee 38119 (the "Bank");

Recitals of Fact

Grantor, as Debtor, has heretofore made, executed and delivered to the Bank, as Secured Party, that certain Security Agreement ("Security Agreement") bearing date of the 13th day of August, 1996, for the purpose of securing the payment of certain Obligations, including the Note, both as mentioned and defined in the Security Agreement. The Obligations are secured by a Preferred Ship Mortgage of even date therewith (the "Mortgage") executed by Borrower pertaining to a vessel owned by Borrower and by a Security Agreement of even date therewith (the "Security Agreement") pertaining to certain railroad tank cars; said Note, Mortgage and Security Agreement have been previously modified by an Amendment to Promissory Note, Preferred Ship Mortgage and Security Agreement dated as of August 13, 1996 (the "First Amendment").

Grantor now desires to remove and to add certain collateral to that Collateral which secures the indebtedness evidenced by the Note. The Bank is willing to make such modifications upon the terms and conditions hereinafter set out.

NOW, THEREFORE, for and in consideration of the premises, as set forth in the Recitals of Fact, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the parties as follows:

Agreements

1. All capitalized terms used and not defined herein shall have the meaning ascribed to them in the Security Agreement.
2. To induce the Bank to enter into this Amendment, the Borrower does hereby absolutely and unconditionally certify, represent and warrant to the Bank, and covenant and agree with the Bank, that:
 - (a) All representations and warranties made by the Borrower in the Security Agreement, as amended hereby, and in all other loan documents (all of which are herein sometimes called the "Loan Documents"), are true, correct and complete in all material respects as of the date of this Amendment.

(b) As of the date hereof and with the execution of this Amendment, there are no existing events, circumstances or conditions which constitute, or would, with the giving of notice, lapse of time, or both, constitute Events of Default.

(c) The Loan Documents, as amended by this Amendment, are valid, genuine, enforceable in accordance with their respective terms, and in full force and effect.

3. Paragraph 3(a) of the Security Agreement is hereby modified and amended to read as follows:

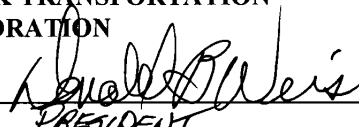
(a) The full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain promissory note, bearing date of the 13th day of August, 1996, as amended by that certain Amendment to Promissory Note, Preferred Ship Mortgage and Security Agreement dated as of August 13, 1996, and by that certain Modification and Extension Agreement dated as of May 13, 2001, in the aggregate principal sum of Six Hundred Twenty Thousand Dollars (\$620,000.00), executed by Grantor and payable to the order of Bank (the "Note"), and any and all renewals, replacements, modifications, assignments and extensions of said Note, in whole or in part;

4. Exhibit "A" to the Security Agreement is hereby deleted in its entirety, and the **Exhibit "A"** attached hereto and incorporated herein by reference is hereby inserted in lieu thereof.

5. All terms and provisions of the Security Agreement, which are inconsistent with the terms and provisions of this Amendment, are hereby modified and amended to conform herewith; and, as modified and amended hereby, the Security Agreement is hereby ratified, approved and confirmed by the parties hereto.

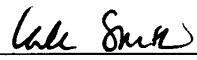
IN WITNESS WHEREOF, the Grantor and the Bank have caused this Amendment to be executed by their respective duly-authorized officers on this the day and year first above written.

**TAMAK TRANSPORTATION
CORPORATION**

By: 
Title: PRESIDENT

GRANTOR

ENTERPRISE NATIONAL BANK

By: 
Title: First Vice President

BANK

STATE OF Arkansas
COUNTY OF Crittenden

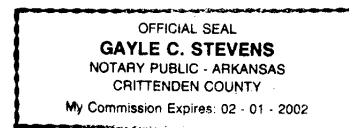
Before me, Gayle C. Stevens, a Notary Public in and for the State and County aforesaid, personally appeared Ronald B. Weis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the President of **TAMAK TRANSPORTATION CORPORATION**, the within named bargainor, a corporation, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and seal at office, on this 25th day of June, 2001.

Gayle C. Stevens
Notary Public

My Commission Expires:

Feb 1, 2002



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Jo Ann Davis, a Notary Public in and for the State and County aforesaid, personally appeared Carla M. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the First Vice President of **ENTERPRISE NATIONAL BANK**, the within named bargainor, a national banking association, and that he as such First Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the association by herself as such First Vice President.

WITNESS my hand and seal at office, on this 20th day of June, 2001.

Jo Ann Davis
Notary Public

My Commission Expires:

6-11-2003

EXHIBIT "A"
TO
SECURITY AGREEMENT

Car Initial	Car #	Date Built	DOT class
TGPX	30300	4/62	112J400W
	30301	4/62	112J400W
	30302	5/62	112J400W
	30303	5/62	112J400W
	32304 -	11/62	112J400W
TGPX	23301	6/73	111A100W1
	23302	6/73	111A100W1
	23303	6/73	111A100W1
	23304	6/73	111A100W1
	23305	6/73	111A100W1
	23306	7/73	111A100W1
	23307	7/73	111A100W1
	23308	7/73	111A100W1
	23309	7/73	111A100W1
	23310	7/73	111A100W1
TGPX	23566	79	111A100W1
	23567	79	111A100W1
	23568	79	111A100W1
	23569	81	111A100W1
TGPX	32802	6/63	112J340W
	32803	6/63	112J340W
	32806	6/63	112J340W
	32808	6/63	112J340W
	32809	6/63	112J340W
	32810	6/63	112J340W
	32812	6/63	112J340W
	32813	11/64	112J340W
	32814	11/64	112J340W
	32815	11/64	112J340W
	32816	11/64	112J340W
	32817	11/64	112J340W
	32818	11/64	112J340W
	32819	11/64	112J340W
	32821	11/64	112J340W
TGPX	33160	10/64	112J340W
	33162	10/64	112J340W
	33163	10/64	112J340W
TGPX	33501	5/66	112J340W
	33503	5/66	112J340W
	33504	8/66	112J340W
	33507	9/66	112J340W
	33508	9/66	112J340W
	33509	9/66	112J340W
	33510	9/66	112J340W

<u>Car Initial</u>	<u>Car #</u>	<u>Date Built</u>	<u>DOT Class</u>
TGPX	33601	11/76	105J300W
	33602	11/76	105J300W
	33603	11/76	105J300W
	33604	11/76	105J300W
	33605	11/76	105J300W
	33606	2/77	105J300W
	33607	2/77	105J300W
	33608	2/77	105J300W
	33609	2/77	105J300W
	33610	2/77	105J300W
TGPX	33516	1977	105J300W
	33517	1977	105J300W
	33518	1977	105J300W
	33519	1977	105J300W
	33520	1977	105J300W
TGPX	1039	1996	112J400W
	1040	1996	112J400W
	1041	1996	112J400W
	1043	1996	112J400W
TGPX	33511	5/96	105J400W
	33512	5/96	105J400W
	33513	5/96	105J400W
	33514	5/96	105J400W
	33515	5/96	105J400W